

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30		Page 1 of 45
1. REQUISITION NUMBER APMREPLAM00573	2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE
4. ORDER NUMBER	5. SOLICITATION NUMBER 016-M-APHIS-03	6. SOLICITATION ISSUE DATE 01/13/2003
7. FOR SOLICITATION INFORMATION CALL	a. NAME Margie Thorson	b. TELEPHONE NUMBER (No collect calls) (612) 336-3209
8. OFFER DUE DATE/LOCAL TIME 01/16/2003 2:30 p.m. CST		
9. ISSUED BY Code: USDA, APHIS, MRPBS, Contracting Butler Square West, 5th Floor 100 North Sixth Street Minneapolis, MN 55403		10. THIS ACQUISITION IS [] UNRESTRICTED [X] SET ASIDE 100% FOR [] SMALL BUSINESS [] SMALL DISADV. BUSINESS [X] HURZONE SIC: 115115 SIZE STANDARD: \$06.0 MILLION
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED [] SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING
14. METHOD OF SOLICITATION [] RFQ [] IFB [X] RFP		
15. DELIVERY TO CODE USDA, APHIS, VS, Emergency Task Fo 4671 Liberty Avenue, Bldg. 57 Joint Facilities Training Base Los Alamitos, CA 90720		16. ADMINISTERED BY Code: (If other than Item 5)
17a. CONTRACTOR/OFFEROR Code: Facility Code:		18a. PAYMENT WILL CODE BE MADE BY USDA, National Finance Center New Orleans, LA
TELEPHONE NO.		

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (Continued)

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO THE ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19 ITEM NO	20 SCHEDULE OF SUPPLIES SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
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Labor Services for a period of six (6) Months
 NTE 88 Laborers
 Hourly Rate: \$ _____
 Overtime Hourly Rate: \$ _____

25. ACCOUNTING AND APPROPRIATION DATA 31197-06488	26. TOTAL AWARD AMOUNT (For Govt Use Only)
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☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, FAR 52.212-4. FAR 52.212-3, FAR 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☒ ARE NOT ATTACHED.

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES ☐ TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE ☐ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN ARE ACCEPTED AS TO ITEMS: _____

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (Continued)

30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Lisa P. Stensrud					
30c. DATE SIGNED		31c. DATE SIGNED					
32a. QUANTITY IN COLUMN 21 HAS BEEN [] RECEIVED [] INSPECTED [] ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED		32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE	32c. DATE				
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR				
<table border="1"> <tr> <td><input type="checkbox"/></td> <td>PARTIAL</td> <td><input type="checkbox"/></td> <td>FINAL</td> </tr> </table>		<input type="checkbox"/>	PARTIAL	<input type="checkbox"/>	FINAL	37. CHECK NUMBER	
<input type="checkbox"/>	PARTIAL	<input type="checkbox"/>	FINAL				
36. PAYMENT [] COMPLETE [] PARTIAL [] FINAL		39. S/R VOUCHER NUMBER					
38. S/R ACCOUNT NUMBER							
40. PAID BY							

41a. I CERTIFY THIS ACCOUNT IS CORRECT FOR PROMPT PAYMENT	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
42a. RECEIVED BY (PRINT)	42b. RECEIVED AT (Location)
42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

AUTHORIZED FOR LOCAL PRODUCTION

STANDARD FORM 1449 (10-95)
 PRESCRIBED BY GSA-FAR(48 CFR)53.212
 OMB NO.:9000-0136
 Expires: 09/30/98

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SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

**Statement of Work (SOW)
Labor Services
USDA, Animal & Plant Health Inspection Service (APHIS)
New Castle Disease Emergency Program
State of California**

C.1 Introduction

Animal and Plant Health Inspection Service (APHIS) in cooperation with California Department of Food and Agriculture (CDFA) are conducting an eradication campaign for Newcastle disease. Exotic Newcastle Disease is a contagious and fatal viral disease affecting all species of birds. The disease was confirmed on October 1, 2002, and has now spread beyond backyard flocks to affect three commercial operations. Three commercial flocks have been confirmed with Newcastle disease in Riverside, San Bernadino, and San Diego Counties, California. Depopulation, cleaning and disinfecting, and carcass disposal are being conducted. Counties with positive flocks are Los Angeles, Riverside, San Bernadino, and San Diego. APHIS will require labor services to perform the work described in the Statement of Work in these counties. Affected and exposed poultry are being euthanized and double-bagged. Task Force members are disinfecting the bags and transporting the carcasses to restricted landfills for burial. The Emergency Task Force is located at 4671 Liberty Avenue, Bldg. 57, Joint Facilities Training Base, Los Alamitos, California 90720.

C-1.1. Scope of Work

- C-1.1.1 The contractor shall furnish the necessary experience and personnel for the services necessary to perform the work as described in this SOW.
- C-1.1.2 Work required consists primarily of general laborer services. Duties will be performed in the following counties:
 - Los Angeles
 - Riverside
 - San Bernadino
 - San Diego
- C-1.1.3 Hours of Operation:
 - C-1.1.3.1 Normal Hours of Operation:

Services are required between 7:00 a.m. and 7:00 p.m. Monday through Sunday, with the exception of U.S. Federal Holiday observances.
 - C-1.1.3.2 Emergency or Special Event Services.

Services may be required outside of the normal duty hours of operation and must be available to work overtime or on call.

C-1.2. Work Requirements

There are a wide variety of miscellaneous tasks that require mainly physical abilities and effort; minimal specialized skills are involved. The following list is representative of the type of task the incumbent may be asked to perform:

- C-1.2.1 Moves barrels, (weight of barrels varies from about 50 pounds to more than 100 pounds) shoveling (manure, dirt, sand, and sawdust).
- C-1.2.2 Assists in the euthanasia of chickens by removing chickens from cages and placing in the euthanasia chamber.
- C-1.2.3 Assists in loading or unloading trucks and moving supplies and materials to proper location using dollies, hand trucks, and other conveyances.
- C-1.2.4 Moves, lifts and arranges heavy pieces of equipment.
- C-1.2.5 Presents a professional demeanor and manner. Excessive tardiness, absenteeism, and/or an excess of personal phone calls not related to the health and well being of self, dependents, spouse, etc. equates to performance of duties in an unprofessional manner.

C.1.3. Quality Assurance

According to the Inspection of Services clause, the government will evaluate the contractor's performance under this contract. Non-performance or substandard task performance will be documented if and when it occurs.

C.1.4. Government-Furnished Services

- C.1.4.1 The Government will provide transportation from the designated staging areas to the farms and back at the end of each work day in the affected counties identified in Section C.1.1.2. Staging areas in each of the counties will be determined by the Technical Point of Contact (TPOC).
- C.1.4.2 The Government will provide direction with the day to day operations.
- C.1.4.3 Reasonable care shall be taken to limit damages to government-owned equipment; any damages that occur as the result of negligence shall be repaired at the contractor's expense.

C.1.5. Security

- C.1.5.1 The contract employee shall wear a USDA issued contractor badge in plain sight at all times while working in and around the farms.
- C.1.5.2 The contract employee is responsible for safeguarding all government property provided for use.

C.1.6. Period of Performance

Beginning on date of award and for an estimated period of six (6) months unless terminated or extended.

C.1.7. Preparation of Offer

C.1.7.1. Offeror Representations and Certifications. (FAR 52.212-3).

Complete and submit the attached Section K – Representations, Certifications, and Other Statements of Offers.

C.1.7.2. Technical Proposal Instructions.

Prepare a the technical proposal which will be used to make an evaluation and arrive at a determination as to whether the proposal will meet the requirements of the Government. Therefore, the technical proposal must sufficient information to reflect a thorough understanding of the requirements and a detailed, description of the techniques, procedures and program for achieving the objectives of the specification/statement of work. Proposals which merely paraphrase the requirements of the Government's specifications/statement of work, or use such phrases as "will comply" or "standard techniques will be employed" will be considered unacceptable and will not be considered further. As a minimum, the proposal must clearly provide the following:

- Shall address how you would organize and perform the requirements of this project based on your technical capability (experience, understanding of the work and technical approach), and past performance.

C.1.7.3. Business Proposal Instructions.

Prepare the business proposal which shall include a firm-fixed price and shall consider the mix of labor categories and level of effort required to perform the services described in the work statement. It should include travel costs and other direct charges related to performance of services ordered. Provide a firm-fixed price cost breakdown and complete the attached Schedule of Items for Services and Prices with your firm-fixed prices.

C.1.7.4. Submission Offeror's Representations and Certifications, Technical and Business Proposal.

Please complete and submit the SF-1449, Solicitation for Commercial Items, the Schedule, Section K, and your technical and business proposal to Margie Thorson by 2:30 p.m. CST, Wednesday, January 15, 2003, to Margie Thorson by regular mail, fax or email:

Margie Thorson, Contract Specialist
USDA, APHIS, MRPBS, ASD, Contracting
Butler Square West, 5th Floor
100 North Sixth Street
Minneapolis, MN 55403

FAX: (612) 370-2106

Email: margie.p.thorson@aphis.usda.gov

C.1.9.Evaluation Criteria for Award

The government will determine which offeror represents the best value overall based on the contractor's technical capability (experience, understanding of the work and technical approach), and past performance. Technical capability and past performance (when combined), will be considered equally important to price.

This will be a firm-fixed price contract.

CONTRACT CLAUSES

B.1 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (FEB 2002)

- (a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--
- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
 - (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or

B.1 (Continued)

contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

- (g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--
- (i) Name and address of the Contractor;
 - (ii) Invoice date and number;
 - (iii) Contract number, contract line item number and, if applicable, the order number;
 - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (vi) Terms of any discount for prompt payment offered;
 - (vii) Name and address of official to whom payment is to be sent;
 - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
 - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have

B.1 (Continued)

submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if electronic funds transfer payment is made.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

B.1 (Continued)

- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

B.1 (Continued)

- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
 - (1) The schedule of supplies/services.
 - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws. Unique to Government Contracts paragraphs of this clause.
 - (3) The clause at 52.212-5.
 - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
 - (5) Solicitation provisions if this is a solicitation.
 - (6) Other paragraphs of this clause.
 - (7) The Standard Form 1449.
 - (8) Other documents, exhibits, and attachments.
 - (9) The specification.

B.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within .

B.3 52.222-26 EQUAL OPPORTUNITY (APR 2002)

- (a) Definition. "United States", as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- (b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.
 - (2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to,
 - (i) employment;
 - (ii) upgrading;
 - (iii) demotion;
 - (iv) transfer;
 - (v) recruitment or recruitment advertising;
 - (vi) layoff or termination;
 - (vii) rates of pay or other forms of compensation; and
 - (viii) selection for training, including apprenticeship.
 - (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

B.3 (Continued)

- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
- (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
- (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures

B.3 (Continued)

authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

B.4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

— (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

B.4 (Continued)

- XX (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- (ii) Alternate I to 52.219-5
- (iii) Alternate II to 52.219-5
- (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d) (2) and (3)).
- (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d) (4)).
- (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a) (14)).
- (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I of 52.219-23.
- (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- XX (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (12) 52.222-26, Equal Opportunity (E.O. 11246).
- (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

B.4 (Continued)

- (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).
- (17) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).
- (19) (i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- (ii) Alternate I of 52.225-3.
- (iii) Alternate II of 52.225-3.
- (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- XX (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- XX (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- (28) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

B.4 (Continued)

- (ii) Alternate I of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:
 - XX (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).
 - XX (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
 - (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
 - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this

B.4 (Continued)

contract shall be made available until such appeals, litigation, or claims are finally resolved.

- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--
 - (1) 52.222-26, Equal Opportunity (E.O. 11246);
 - (2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);
 - (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
 - (4) 52.247-64, Preference for Privately-Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
 - (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

C.1. DOL Wage Determination No. 199402057

94-2057 CA, SAN DIEGO

09/10/02

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

William W.Gross
DirectorDivision of
Wage DeterminationsWage Determination No.: 1994-2057
Revision No.: 29
Date Of Last Revision: 09/05/2002

State: California

Area: California Counties of Imperial, San Diego

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	10.92
Accounting Clerk II	11.91
Accounting Clerk III	13.91
Accounting Clerk IV	17.29
Court Reporter	15.05
Dispatcher, Motor Vehicle	14.63
Document Preparation Clerk	11.29
Duplicating Machine Operator	11.29
Film/Tape Librarian	13.39
General Clerk I	7.56
General Clerk II	8.49
General Clerk III	11.15
General Clerk IV	13.40
Housing Referral Assistant	18.99
Key Entry Operator I	10.96
Key Entry Operator II	12.43
Messenger (Courier)	9.87
Order Clerk I	11.38
Order Clerk II	14.19
Personnel Assistant (Employment) I	13.30
Personnel Assistant (Employment) II	15.50
Personnel Assistant (Employment) III	17.08
Personnel Assistant (Employment) IV	19.98
Production Control Clerk	16.45
Rental Clerk	13.10
Scheduler, Maintenance	13.10
Secretary I	13.10
Secretary II	14.50
Secretary III	18.99
Secretary IV	21.47
Secretary V	25.37
Service Order Dispatcher	13.43
Stenographer I	11.52
Stenographer II	12.95
Supply Technician	21.47
Survey Worker (Interviewer)	14.36
Switchboard Operator-Receptionist	11.13
Test Examiner	14.50
Test Proctor	14.50
Travel Clerk I	10.26
Travel Clerk II	11.22
Travel Clerk III	12.32
Word Processor I	12.67
Word Processor II	15.57

Word Processor III	18.97
Automatic Data Processing Occupations	
Computer Data Librarian	11.06
Computer Operator I	12.61
Computer Operator II	14.11
Computer Operator III	16.93
Computer Operator IV	20.39
Computer Operator V	22.57
Computer Programmer I (1)	17.89
Computer Programmer II (1)	22.17
Computer Programmer III (1)	27.62
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	27.31
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	13.78
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	20.03
Automotive Glass Installer	17.45
Automotive Worker	17.45
Electrician, Automotive	18.13
Mobile Equipment Servicer	16.06
Motor Equipment Metal Mechanic	18.76
Motor Equipment Metal Worker	17.45
Motor Vehicle Mechanic	18.43
Motor Vehicle Mechanic Helper	15.06
Motor Vehicle Upholstery Worker	16.81
Motor Vehicle Wrecker	17.45
Painter, Automotive	18.46
Radiator Repair Specialist	17.45
Tire Repairer	15.52
Transmission Repair Specialist	18.76
Food Preparation and Service Occupations	
Baker	12.00
Cook I	11.04
Cook II	12.00
Dishwasher	8.28
Food Service Worker	8.28
Meat Cutter	13.85
Waiter/Waitress	8.96
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	18.13
Furniture Handler	13.02
Furniture Refinisher	18.13
Furniture Refinisher Helper	15.06
Furniture Repairer, Minor	16.81
Upholsterer	18.13
General Services and Support Occupations	
Cleaner, Vehicles	9.52
Elevator Operator	8.28
Gardener	11.04
House Keeping Aid I	8.01
House Keeping Aid II	8.84
Janitor	8.38
Laborer, Grounds Maintenance	9.86
Maid or Houseman	8.34
Pest Controller	11.56
Refuse Collector	9.52
Tractor Operator	10.36
Window Cleaner	9.72
Health Occupations	
Dental Assistant	14.61
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.27
Licensed Practical Nurse I	12.34
Licensed Practical Nurse II	13.84

Licensed Practical Nurse III	15.52
Medical Assistant	10.73
Medical Laboratory Technician	13.67
Medical Record Clerk	13.89
Medical Record Technician	14.58
Nursing Assistant I	7.83
Nursing Assistant II	8.86
Nursing Assistant III	9.60
Nursing Assistant IV	10.80
Pharmacy Technician	13.21
Phlebotomist	13.04
Registered Nurse I	23.10
Registered Nurse II	27.21
Registered Nurse II, Specialist	27.21
Registered Nurse III	32.33
Registered Nurse III, Anesthetist	32.33
Registered Nurse IV	38.74
Information and Arts Occupations	
Audiovisual Librarian	19.52
Exhibits Specialist I	16.76
Exhibits Specialist II	19.53
Exhibits Specialist III	23.89
Illustrator I	17.97
Illustrator II	20.93
Illustrator III	25.61
Librarian	23.60
Library Technician	13.58
Photographer I	13.02
Photographer II	16.76
Photographer III	19.53
Photographer IV	23.89
Photographer V	28.91
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.38
Counter Attendant	7.38
Dry Cleaner	9.03
Finisher, Flatwork, Machine	7.38
Presser, Hand	7.38
Presser, Machine, Drycleaning	7.38
Presser, Machine, Shirts	7.38
Presser, Machine, Wearing Apparel, Laundry	7.38
Sewing Machine Operator	9.61
Tailor	10.18
Washer, Machine	7.88
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	18.13
Tool and Die Maker	22.25
Material Handling and Packing Occupations	
Forklift Operator	13.28
Fuel Distribution System Operator	17.67
Material Coordinator	14.10
Material Expediter	14.10
Material Handling Laborer	9.82
Order Filler	10.36
Production Line Worker (Food Processing)	12.65
Shipping Packer	11.86
Shipping/Receiving Clerk	11.26
Stock Clerk (Shelf Stocker; Store Worker II)	12.58
Store Worker I	9.64
Tools and Parts Attendant	11.77
Warehouse Specialist	12.95
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	20.38
Aircraft Mechanic Helper	15.06
Aircraft Quality Control Inspector	21.25

Aircraft Servicer	16.81
Aircraft Worker	17.45
Appliance Mechanic	18.13
Bicycle Repairer	15.52
Cable Splicer	21.57
Carpenter, Maintenance	18.13
Carpet Layer	17.45
Electrician, Maintenance	19.95
Electronics Technician, Maintenance I	12.94
Electronics Technician, Maintenance II	20.68
Electronics Technician, Maintenance III	24.77
Fabric Worker	16.81
Fire Alarm System Mechanic	18.76
Fire Extinguisher Repairer	16.06
Fuel Distribution System Mechanic	20.64
General Maintenance Worker	17.45
Heating, Refrigeration and Air Conditioning Mechanic	18.76
Heavy Equipment Mechanic	20.37
Heavy Equipment Operator	24.28
Instrument Mechanic	19.30
Laborer	10.95
Locksmith	18.13
Machinery Maintenance Mechanic	22.42
Machinist, Maintenance	18.96
Maintenance Trades Helper	15.06
Millwright	21.42
Office Appliance Repairer	18.13
Painter, Aircraft	18.46
Painter, Maintenance	18.13
Pipefitter, Maintenance	18.76
Plumber, Maintenance	18.13
Pneudraulic Systems Mechanic	18.76
Rigger	18.76
Scale Mechanic	17.45
Sheet-Metal Worker, Maintenance	18.76
Small Engine Mechanic	17.45
Telecommunication Mechanic I	18.76
Telecommunication Mechanic II	21.75
Telephone Lineman	18.76
Welder, Combination, Maintenance	18.76
Well Driller	19.74
Woodcraft Worker	18.76
Woodworker	16.06
Miscellaneous Occupations	
Animal Caretaker	9.66
Carnival Equipment Operator	11.56
Carnival Equipment Repairer	12.32
Carnival Worker	8.28
Cashier	10.45
Desk Clerk	10.06
Embalmer	19.62
Lifeguard	9.78
Mortician	19.62
Park Attendant (Aide)	12.28
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.63
Recreation Specialist	13.95
Recycling Worker	13.15
Sales Clerk	10.40
School Crossing Guard (Crosswalk Attendant)	8.28
Sport Official	9.78
Survey Party Chief (Chief of Party)	21.91
Surveying Aide	14.31
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	19.92
Swimming Pool Operator	12.34
Vending Machine Attendant	11.63

Vending Machine Repairer	13.46
Vending Machine Repairer Helper	11.23
Personal Needs Occupations	
Child Care Attendant	8.88
Child Care Center Clerk	12.39
Chore Aid	9.19
Homemaker	15.53
Plant and System Operation Occupations	
Boiler Tender	20.64
Sewage Plant Operator	21.59
Stationary Engineer	22.34
Ventilation Equipment Tender	15.06
Water Treatment Plant Operator	21.59
Protective Service Occupations	
Alarm Monitor	18.05
Corrections Officer	19.87
Court Security Officer	21.07
Detention Officer	21.07
Firefighter	18.83
Guard I	8.43
Guard II	16.10
Police Officer	23.40
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	16.80
Hatch Tender	14.66
Line Handler	14.66
Stevedore I	14.76
Stevedore II	16.52
Technical Occupations	
Air Traffic Control Specialist, Center (2)	29.27
Air Traffic Control Specialist, Station (2)	20.18
Air Traffic Control Specialist, Terminal (2)	22.23
Archeological Technician I	17.17
Archeological Technician II	19.21
Archeological Technician III	23.80
Cartographic Technician	22.77
Civil Engineering Technician	22.87
Computer Based Training (CBT) Specialist/ Instructor	23.75
Drafter I	13.34
Drafter II	14.98
Drafter III	19.27
Drafter IV	22.46
Engineering Technician I	14.99
Engineering Technician II	16.83
Engineering Technician III	20.26
Engineering Technician IV	24.68
Engineering Technician V	30.06
Engineering Technician VI	36.39
Environmental Technician	18.18
Flight Simulator/Instructor (Pilot)	27.62
Graphic Artist	20.28
Instructor	23.75
Laboratory Technician	16.61
Mathematical Technician	21.38
Paralegal/Legal Assistant I	17.86
Paralegal/Legal Assistant II	22.39
Paralegal/Legal Assistant III	27.39
Paralegal/Legal Assistant IV	33.13
Photooptics Technician	19.93
Technical Writer	25.34
Unexploded (UXO) Safety Escort	18.60
Unexploded (UXO) Sweep Personnel	18.60
Unexploded Ordnance (UXO) Technician I	18.60
Unexploded Ordnance (UXO) Technician II	22.51
Unexploded Ordnance (UXO) Technician III	26.98

Weather Observer, Combined Upper Air and Surface Programs (3)	17.40
Weather Observer, Senior (3)	19.32
Weather Observer, Upper Air (3)	17.40
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	13.05
Parking and Lot Attendant	7.60
Shuttle Bus Driver	10.57
Taxi Driver	8.64
Truckdriver, Heavy Truck	15.36
Truckdriver, Light Truck	10.30
Truckdriver, Medium Truck	14.37
Truckdriver, Tractor-Trailer	15.36

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole of continuous service with the present contractor or successor, wherever employed, and the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Colu Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute any of the named holidays another day off with pay in accordance with a plan communica to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a reg tour of duty, you will earn a night differential and receive an additional 10% of basi for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your ra basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees emplo in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives a incendiary materials. All operations involving regrading and cleaning of artillery ra

A 4 percent differential is applicable to employees employed in a position that repres a low degree of hazard when working with, or in close proximity to ordance, (or employ possibly adjacent to) explosives and incendiary materials which involves potential inj such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjac work area or equipment being used. All operations involving, unloading, storage, and

hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either the terms of the Government contract, by the employer, by the state or local law, etc. the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) s uniforms is an expense that may not be borne by an employee where such cost reduces th hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week \$.67 cents per day). However, in those instances where the uniforms furnished are made "wash and wear" materials, may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of Government contract, by the contractor, by law, or by the nature of the work, there is requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contract officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 14 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conformance process shall be initiated by the contractor prior to the performance of contract work such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See SF 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupational classification and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order of priority (classification title), a Federal grade equivalency (FGE) for each proposed

classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report on action, together with the agency's recommendations and pertinent information including position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

SOLICITATION PROVISIONS

D.1 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

- (a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--
- (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3;
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all

D.1 (Continued)

terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers.
 - (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
 - (2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and -
 - (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

D.1 (Continued)

- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
- (g) Contract award (not applicable to Invitation for Bids).
The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a

D.1 (Continued)

price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

- (h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (i) Availability of requirements documents cited in the solicitation.

- (1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978.

- (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

- (2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094

D.1 (Continued)

Telephone (215) 697-2667/2179
Facsimile (215) 697-1462.

- (i) Automatic distribution may be obtained on a subscription basis.
- (ii) Order forms, pricing information, and customer support information may be obtained--
 - (A) By telephone at (215) 697-2667/2179; or
 - (B) Through the DoDSSP Internet site at <http://assist.daps.mil>.
- (3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.
- (j) Data Universal Numbering System (DUNS) Number. [Applies to offers exceeding \$25,000.] The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of the local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet Home Page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

D.2 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

As explained in the Statement of Work

Technical and past performance, when combined, are As explained in the Statement of Work.
- (b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced.

D.2 (Continued)

Evaluation of options shall not obligate the Government to exercise the option(s).

- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

D.3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--
COMMERCIAL ITEMS (JUL 2002)

- (a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service--

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"--

- (1) Means a small business concern--
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

D.3 (Continued)

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

- (b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the

D.3 (Continued)

offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

D.3 (Continued)

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

- (1) Small business concern. The offeror represents as part of its offer that it [] is, [] is not a small business concern.
- (2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.
- (3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.
- (4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is, [] is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is a women-owned business concern.

D.3 (Continued)

- (7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:
-

- (8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it [] is, [] is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees Average Annual Gross Revenues

<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

D.3 (Continued)

- (9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

- (ii) ☐ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

D.3 (Continued)

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous contracts and compliance. The offeror represents that--

(i) It [] has, [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

D.3 (Continued)

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

LINE ITEM NO	COUNTRY OF ORIGIN
--------------	-------------------

_____	_____
_____	_____

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

D.3 (Continued)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.
- (ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products:

LINE ITEM NO	COUNTRY OF ORIGIN
--------------	-------------------

_____	_____
_____	_____
_____	_____

(List as necessary)

- (iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO	COUNTRY OF ORIGIN
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_____	_____
_____	_____
_____	_____

(List as necessary)

- (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

D.3 (Continued)

- (2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

- (g) (1) (ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

LINE ITEM NO

(List as necessary)

- (3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

- (g) (1) (ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

LINE ITEM NO

COUNTRY OF ORIGIN

(List as necessary)

- (4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this

D.3 (Continued)

provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

- (ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

LINE	ITEM NO	COUNTRY OF ORIGIN
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_____	_____	_____
_____	_____	_____

(List as necessary)

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
- (h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--
- (1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of

D.3 (Continued)

Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

- (3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

- (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

- (1) Listed end products.

Listed End Product

Listed Countries of Origin

- (2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is

D.3 (Continued)

not aware of any such use of child labor.